

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, APPROVING THE JOINT LOCAL HOUSING ASSISTANCE PLAN
3 ("JOINT LHAP") FOR THE STATE OF FLORIDA'S FISCAL YEARS 2025-2026,
4 2026-2027, AND 2027-2028, AS REQUIRED UNDER THE STATE HOUSING
5 INITIATIVES PARTNERSHIP ACT, SECTIONS 420.907 THROUGH 420.9079,
6 FLORIDA STATUTES, AND RULE 67-37, FLORIDA ADMINISTRATIVE CODE;
7 AUTHORIZING AND DIRECTING THE COUNTY ADMINISTRATOR TO EXECUTE ANY
8 NECESSARY DOCUMENTS AND CERTIFICATIONS RELATING TO THE JOINT LHAP
9 AS REQUIRED BY THE STATE OF FLORIDA AND TO SUBMIT TO THE FLORIDA
10 HOUSING FINANCE CORPORATION FOR REVIEW AND APPROVAL THE JOINT
11 LHAP AND REQUIRED ANNUAL REPORTS; AUTHORIZING THE DIRECTOR OF THE
12 HOUSING FINANCE DIVISION TO MAKE TECHNICAL AND CLARIFYING REVISIONS
13 TO THE JOINT LHAP AS PROVIDED IN THE RESOLUTION; AND PROVIDING FOR
14 SEVERABILITY AND AN EFFECTIVE DATE.

15
16 WHEREAS, the State Housing Initiatives Partnership ("SHIP") program provides
17 funds to eligible local governments as an incentive to create partnerships that produce
18 and preserve affordable homeownership and multifamily housing, particularly for very
19 low-, low-, and moderate-income families;

20 WHEREAS, the State Housing Initiatives Partnership Act ("Act"), codified in
21 Sections 420.907 through 420.9079, Florida Statutes, and Rule 67-37, Florida

Administrative Code, collectively referred to as the “SHIP Rules and Regulations,” require local governments to submit a Local Housing Assistance Plan to the Florida Housing Finance Corporation (“Corporation”) for review and approval as a condition of receiving SHIP funds;

WHEREAS, the SHIP Rules and Regulations allow counties and municipalities that receive SHIP funds to enter into interlocal agreements for the purpose of establishing a Joint Local Housing Assistance Plan (“Joint LHAP”), subject to the requirements of the SHIP Rules and Regulations;

WHEREAS, Broward County (“County”) is entering into interlocal agreements with the City of Weston, the City of Margate, and the City of Coconut Creek for the County to jointly administer SHIP funds and strategies in accordance with the SHIP Rules and Regulations for the State of Florida (“State”) for fiscal years 2025-2026, 2026-2027, and 2027-2028 (each fiscal year being July 1 to June 30);

WHEREAS, in accordance with the terms of the interlocal agreements and the SHIP Rules and Regulations, the County is required to submit the Joint LHAP to the Corporation; and

WHEREAS, the Act requires that the Joint LHAP be adopted by resolution of the Broward County Board of County Commissioners (“Board”), NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The recitals set forth in the preamble to this Resolution are true, accurate, and incorporated by reference herein as though set forth in full hereunder.

Section 2. The Board adopts the Joint LHAP for the fiscal years 2025-2026, 2026-2027, and 2027-2028, a copy of which is attached to this Resolution as Attachment A.

Section 3. Pursuant to Section 420.9075(5), Florida Statutes, the Board finds that the maximum sales price per unit included in the Joint LHAP for acquisition or new construction of affordable housing, or for repair and renovation of existing affordable housing units utilizing SHIP funds allocated to the County, shall not exceed Six Hundred Thirty-six Thousand Eight Hundred Six Dollars (\$636,806) in both targeted and nontargeted areas (as such terms are described in 26 U.S.C. §143), which amount reflects ninety percent (90%) of the median area purchase price as required in the SHIP Rules and Regulations.

Section 4. The Board has determined the maximum per-unit cost allowable for each strategy under the LHAP for the State's fiscal years 2025-2026, 2026-2027, and 2027-2028 is as follows:

<u>SHIP Strategy</u>	<u>Maximum SHIP Funds</u>
Exterior Paint Program	\$5,000
Water Sewer Connection	\$10,000
Foreclosure Prevention	\$15,000
Disaster Relief Assistance	\$40,000
Rental Acquisition/Rehabilitation	\$40,000
Rental New Construction	\$60,000
New Construction - Single Family	\$80,000
Home Repair - Single Family	\$100,000
Special Needs/Barrier Free	\$100,000
Purchase Assistance	\$120,000

58 Section 5. The Board finds that five percent (5%) of the SHIP funds distributed
59 to the County plus five percent (5%) of program income (as defined in
60 Section 420.9071, Florida Statutes) is insufficient to adequately fund the necessary costs
61 of administering the Joint LHAP. Accordingly, pursuant to the Act, the Board authorizes
62 expenditures of an amount not to exceed ten percent (10%) of SHIP funds plus
63 five percent (5%) of program income for administrative expenses and implementation
64 costs.

65 Section 6. The Board authorizes the County Administrator to submit to the
66 Board for adoption a projected budget as part of the Joint LHAP in accordance with the
67 SHIP Rules and Regulations and, following notification from the Corporation of the total
68 allocation of SHIP funds to be distributed to the County, submit to the Board for adoption
69 an unanticipated revenue Resolution to recognize the amount of SHIP funding.

70 Section 7. The Board authorizes the County Administrator to submit the Joint
71 LHAP to the Corporation for review and approval, execute the Certification to Corporation
72 attached to this Resolution as Attachment B, and execute any necessary documents
73 required by the State or Corporation in accordance with the SHIP Rules and Regulations.

74 Section 8. The Board authorizes the Director of the Housing Finance Division
75 to make any technical or clarifying revisions to the Joint LHAP, as provided in
76 Section 420.9071(23), Florida Statutes, and to transmit same to the Corporation for
77 purposes of notification.

78 Section 9. Severability.

79 If any portion of this Resolution is determined by any court to be invalid, the invalid
80 portion will be stricken, and such striking will not affect the validity of the remainder of this

Resolution. If any court determines that this Resolution, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Resolution to any other individual, group, entity, property, or circumstance.

Section 10. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this day of , 2025. **PROPOSED**

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Claudia Capdesuner 02/25/2025
 Claudia Capdesuner (date)
 Assistant County Attorney

By: /s/ Annika E. Ashton 02/25/2025
 Annika E. Ashton (date)
 Deputy County Attorney

**BROWARD COUNTY, THE CITY OF COCONUT CREEK, THE CITY OF
MARGATE, THE CITY OF WESTON**



SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2025-2026, 2026-2027, 2027-2028

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) G. Interlocal Agreements H. Subordination Policy	N/A

I. Program Details:

A. LG(s)

Name of Local Government	Broward County	
Does this LHAP contain an interlocal agreement?	Yes	
If yes, name of other local government(s)	Cities of Coconut Creek, Margate, Weston	

B. Purpose of the program:

- To meet the housing needs of the very low, low, moderate-income and 140% households.
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2025-2026, 2026-2027, 2027-2028

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Persons with special needs and referrals from the Center for Independent Living of Broward, Inc., and the Broward County Human Services Department. Qualified homes deemed as an emergency by Broward County inspectors may be given priority for Owner Occupied Rehabilitation or Disaster Repair Mitigation.

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling and Foreclosure Counseling.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides

periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Broward County	Administration, implementation and completion of all strategies. Completion and submittal of Annual and Interim Reports. Facilitate, complete and submittal of AHAC Report. All these duties performed on behalf of Broward County, ILA cities-Coconut Creek; Margate and Weston.	100%
Third Party Entity/Sub-recipient	N/A	N/A

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- S. Project Delivery Costs:** Project Delivery Costs are costs associated with the construction activities on an eligible property for the following strategies: Owner Occupied Rehabilitation, Special Needs and Disaster Repair Mitigation. Such costs include, but are not limited to home inspections, lead base paint inspections, mold remediation inspection and testing costs, title work, scope of work and specification development. These costs are non-administrative costs and capped at \$6,500 and included in the award amount.
- T. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district, community college and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.
- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:** Any eligible third parties who provide construction project oversight the Home Repair, Special Needs/Barrier Free, or Disaster Relief strategies for the County will be encouraged to advise contractors to comply with the guidelines established by The GreenHome Institute including, but not limited to, the following: Window replacement (impact resistant and tinted), paints and primers that meet Green Seal G-11 Environmental Standard, commodes with a 1.3 gallons per flush capacity, building envelope sealing specifications (repair of holes, cracks, seams, and waterproofing), installation of energy efficient hot water heaters, insulated hot water heaters with pre-cut jackets or blankets, insulate accessible hot water pipes, installation of HVAC systems with SEER rating, and Energy Star qualified ventilation fans for bathrooms. Air handler or return ducts in garages or unsealed garage attics are not permitted. Homeowners shall be encouraged to obtain an Energy Audit from Florida Power & Light.
- V. Describe efforts to meet the 20% Special Needs set-aside:** To meet the 20% Special Needs set-aside requirement, County shall solicit referrals from non-profit organizations who provide services to special needs or vulnerable populations, such as the Center for Independent Living of Broward, Inc. and the Human Services Department. In the event Broward County elects to contract with a third party for all or part of the construction project oversight or other functions of the Special Needs strategy, County may competitively bid this task which is to use the request for proposal process.
- W. Describe efforts to reduce homelessness:** To strengthen our efforts to reduce homelessness in Broward County, the County reorganized its homeless prevention services to create the Housing Options, Solutions and Supports Division ("HOSS-D"). HOSS-D is responsible for the administration and provision of community-based programs and services for individuals and families experiencing or at imminent risk of homelessness in Broward County. HOSS-D consists of three sections, Housing Initiative Partnerships ("HIP"), Housing Options, and Human Rights. Through its Human Rights Section, HOSS-D carries out the authority and responsibilities mandated by the Broward County Human Rights Act, working to ensure all individuals can live, work, and enjoy equal access to facilities open to the public in an environment free of unlawful discrimination, harassment, intimidation, and retaliation. The Human Rights Section investigates allegations of housing discrimination, fulfills requirements of contracts between Broward County and the United States Department of Housing and Urban Development ("HUD"), and acts as the County's designated investigative entity for violations of the Broward Human Rights Act. The strategic decision to incorporate the Human Rights Section into HOSS-D is the recognition by the County that the prevention of homelessness includes the ability to assist residents in avoiding homelessness by maintaining their housing free from discrimination. HOSS-D also coordinates an array of funding to implement innovative, effective, outcome-based approaches

to alleviate homelessness and its causes in Broward County through the Homeless Continuum of Care Program (“HCoC”). The overall goal of funded interventions is to end homelessness by maximizing attainable self-sufficiency for persons experiencing homelessness in Broward County.

Through a ‘Housing First’ approach, HOSS-D ensures people receive the supportive services they need to remain safely housed and off the streets. Our services include

- Medical Respite
- Housing Case Management
- Family Homeless Street Outreach
- Mobile Sanitation
- Legal Assistance – individual advice and representation as well as eviction clinics
- Shelter Coordination
- Permanent Supportive Housing
- Rapid Rehousing
- Transitional Housing
- Three (3) shelters and one (1) Domestic Violence shelter
- Street Outreach for Individuals
- Family Street Outreach
- Specialized outreach events to identify individuals experiencing homelessness at the Airport and Transit Departments. In partnership our community agencies, outreach teams are dispatched to the airport and bus terminals to meet with the homeless where they are and to offer the wide range of services provided by the County.
- Hospital Liaison dedicated to working with the hospitals when they discharge patients to avoid their release to the streets.

Broward County’s Housing, Options, Solutions, and Supports Division, in collaboration with the Broward Partnership for the Homeless and Starmark, launched Project HomeAgain, a Landlord Recruitment Program to assist in locating housing for individuals experiencing homelessness. Project HomeAgain empowers landlords with open minds and hearts to create change through practical, business-friendly solutions and provides incentives to landlords who might otherwise be reluctant to house persons who have housing barriers in their backgrounds.

The annual Homeless Symposium occurred on November 6, 2024, at Hope South Florida, 1100 North Andrews Avenue, Ft. Lauderdale, FL 33311 which provided unhoused individuals and families with information on community resources.

In collaboration with the HCoC, HOSS-D supports two (2) initiatives which, in collaboration with the Airport and Transit Departments, identify individuals experiencing homelessness at these locations. In partnership our community agencies, outreach teams are dispatched to the airport and bus terminals to meet with the homeless where they are. Unhoused individuals at these locations are referred to the multiple agencies and range of services offered by the County.

Section II. LHAP Strategies (Please read LHAP Strategy Quick Guide before developing strategies):

A. Strategy Name: Purchase Assistance with or without Rehabilitation	Code 1, 2
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a. Summary: Funds will be awarded for down-payment, closing costs, first mortgage reduction for new and existing homes to eligible persons who purchase within non-entitlement cities, unincorporated Broward County a/k/a Broward Municipal Service District, City of Coconut Creek, and the City of Weston. Existing homes requiring rehabilitation must need at least \$2,500 in rehabilitation repairs. These repairs to be made and paid within 12 months by the seller, the buyer or another source.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low, moderate and households up to 140% AMI

d. Maximum award \$80,000 Broward County, \$80,000 Coconut Creek funds and \$120,000 Weston funds.
City of Margate does not fund this Strategy.

e. Terms

1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 15 Years
4. Forgiveness: Loan will be forgiven at the end of the term
5. Repayment: None required, if the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria:

1. Applicants will be selected on a first-qualified, first-served basis.
2. Applicants must attend a Department of Housing and Urban Development (HUD) approved education and counseling workshop, and obtain a certificate of housing counseling upon completion of the workshop prior to loan closing.
3. All SHIP proceeds must be used to pay closing costs, down payment assistance, principal reduction, and/or rehabilitation. SHIP funds must not be used for debt consolidation cash-out to applicant.

4. The Applicant must receive a mortgage commitment from a first mortgage lender licensed under Part III of Chapter 494, Florida Statutes. All first mortgage lenders shall be Institutional First Mortgage Lenders.

- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Loan will be awarded in the amount of money required in order to allow the homebuyer to qualify (gap financing). The maximum will not be awarded in all cases. This Strategy is funded with Broward County, City of Coconut Creek, and City of Weston funds only.

The County may choose to set aside Broward County funds to be matched with the Broward County Single Family Bond Program. Broward County SHIP funds may be used to leverage other State, Federal, local funding or Bond Programs including, but not limited to, Predevelopment Loan Program, HOME Program, and CDBG funding. City of Margate's funds may not be used to leverage other State, Federal, or local funding.

B. Strategy Name: New Construction Single Family	Code 10
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<p>a. Summary: Funds will be awarded to eligible developers or contractors to construct single family housing for resale to eligible households on single or contiguous lots. The strategy is designed to enhance and preserve neighborhoods. Predevelopment costs may be included as a Grant.</p>
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- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low, moderate and households up to 140% AMI
- d. Maximum award: \$100,000.00. Up to \$80,000 for construction and up to \$20,000 for predevelopment costs.
- e. Terms to Developer:
 1. Repayment loan/deferred loan/grant: Deferred loan secured by a note, mortgage and restrictive covenant
 2. Interest Rate: 0%
 3. Years in loan term: Two (2) years from issuance of building permits
 4. Forgiveness: N/A.
 5. Repayment: Upon sale of the property, the loan will be paid in full, and the County will satisfy the promissory note and release restrictive covenant to the developer.
 6. Default: The loan will be in default if the developer does not successfully construct housing for sale to an eligible homebuyer within the contractual timeframe. The County will recapture the subsidy or property within three (3) years of the date of the recorded Mortgage Agreement.

Terms to Homebuyer:

1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage.
2. Interest Rate: 0%

3. Years in loan term: 15 Years
4. Forgiveness: The Loan is forgiven at the end of the term
5. Repayment: None required, if the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria:
 1. Applicants will be selected on a first-qualified, first-served basis.
 2. Applicants must attend a Department of Housing and Urban Development (HUD) approved education and counseling workshop, and obtain a certificate of housing counseling upon completion of the workshop prior to loan closing.
 3. All SHIP proceeds must be used to pay closing costs, down payment assistance, principal reduction, and/or rehabilitation. SHIP funds must not be used for debt consolidation cash-out to applicant.
 4. The Applicant must receive a mortgage commitment from a first mortgage lender licensed under Part III of Chapter 494, Florida Statutes. All first mortgage lenders shall be Institutional First Mortgage Lenders.
- g. Sponsor Selection Criteria: County will award funding to a select group of nonprofits or Community Housing Development Organizations (CHDOs), who have demonstrated their ability to build single family homes in accordance with the required deliverables as outlined in the scope of services in their funding agreement, and as evidenced by current project(s) underway or project(s) completed within the past twelve (12) months; or a developer or contractor will be selected based on an RFP process. Selection criteria include, but is not limited to, organizational capacity, performance delivery plan, financial capacity, and past experience. Additional points will be awarded to the entity submitting a Proposal to the RFP that has incorporated green building techniques in the construction of single-family homes and has demonstrated its overall knowledge of the GreenHome Institute's principles.

The developer or contractor shall execute a SHIP Funding Agreement with the County, specifying how SHIP funds will be utilized, delineating the specific deliverables for the scope of work, and including a timetable for completion of the project.
- h. Additional Information: This Strategy is funded with Broward County funds only. Developer/contractor is required to construct the home within 12 months from the issuance of the local Building Department's building permits. County may grant a 6-month extension as requested due to disasters, ongoing severe weather conditions and supply-chain issues. After the Building Department has

issued the final certificate of occupancy, the developer/contractor shall coordinate sale of the home with the County to a qualified eligible homebuyer. If the home is sold to qualified, eligible homebuyers as determined and approved by the County within six (6) months after the final certificate of occupancy is issued, County shall coordinate loan closing with lender and closing agent to ensure mortgage/promissory note and declaration of restrictive covenant recorded against the developer/contractor are released simultaneously or shortly thereafter the sale to the homebuyer. All SHIP funds awarded to the Sponsor on property subsequently released will be passed through as a subordinate lien recorded against the homebuyer.

The County may set aside Broward County funds to be matched with the Broward County Single Family Bond Program. SHIP funds may be used to leverage other State, Federal, local funding or Bond Programs including, but not limited to, Predevelopment Loan Program, HOME Program, and CDBG funding. City of Margate's funds may not be used to leverage other State, Federal, or local funding.

Eligible costs for the Developer/contractor include:

Cost of land with or without structure(s), and related demolition costs. Professional fees (engineering, architectural, surveying, and consulting costs) and interest buy downs. Infrastructure expenses must be on-site and must be directly related to the housing being assisted with SHIP funds.

Hard costs typically or customarily treated as construction costs by institutional lenders, or any other reasonable hard costs associated or involved with the development and or construction process.

h. Additional Information:

C. Strategy Name: Foreclosure Prevention	Code 7
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a. Summary: Funds will be awarded to homeowners who are in default on their mortgages for at least 60 days and have not received a Lis Pendens. Designed to preserve the affordable housing stock throughout Broward County, therefore, funded with Broward County funds only.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low, moderate and households up to 140% AMI

d. Maximum award: \$15,000

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 5 Years
4. Forgiveness: The loan will be forgiven at the end of the term
5. Repayment: None required, if the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria:
Applicants will be selected on a first-qualified, first-served basis.
- g. Sponsor Selection Criteria:
Broward County, through an RFP process, will select a for-profit or nonprofit corporation(s), individual(s), or partnership(s) to conduct the housing counseling process for all applicants. Selection criteria include, but is not limited to, organizational capacity, performance delivery plan, financial capacity, and past experience; however, the Sponsor is required to be a HUD approved counseling agency, and must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County. The selected Sponsor will be required to provide foreclosure prevention counseling. Preference will be given in the selection process for sponsors that employ personnel from Florida's Welfare Transition Program
- h. Additional Information:
This Strategy is funded with Broward County funds only. Service Delivery fee will not be included in the mortgage and note. SHIP funds will be used to bring mortgages current, including homeowner's and condominium owner's maintenance payments in foreclosure, special assessments, and other fees including, but not limited to, legal fees, in an effort to avoid a foreclosure action. As part of the application process, review the funding request, factors contributing to the foreclosure action including, but not limited to, loss of employment, loss of income due to illness, divorce, and the homeowner's ability to demonstrate and be able to make future monthly payments. County may provide a one-time insurance premium payment to eligible qualified homeowners.

D. Strategy Name: Owner Occupied Rehabilitation	Code 3
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- | |
|---|
| a. Summary: Funds will be awarded to repair owner occupied homes to alleviate code violations, health hazards and life and safety issues on the exterior of the property. |
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- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
 - c. Income Categories to be served: Very low, low, moderate and households up to 140% AMI
 - d. Maximum award: \$100,000.00 Broward County/Weston funds; \$60,000 City of Coconut Creek funds; and \$40,000 City of Margate funds.
 - e. Terms :
 - 1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage.

2. Interest Rate: 0%
3. Years in loan term: 10 Years
4. Forgiveness: The loan shall be reduced 10% annually per year
5. Repayment: None required, if the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria:

f.1. Eligible homeowners must reside in non-entitlement cities, in unincorporated Broward County a/k/ Broward Municipal Service District, City of Coconut Creek, City of Weston or the City of Margate, Florida. Verification of ownership and payment of property taxes will be conducted to determine eligibility.

f.2. Property assessed value as stated on the Broward County Property Appraiser's website may not exceed the current value per the most current IRS Rev. Proclamation or HFA of Broward County value for properties receiving Broward County assistance. Properties must be owner-occupied.

f.3 Where Broward County funds are used, applicants will not be eligible for any additional repairs under this strategy while they have any type of home repair mortgage with Broward County or any Broward municipality, unless a member of the household meets the definition of 'Persons with Disabilities' or the qualification criteria under the Special Needs/Barrier Free strategy. Applicants with ownership interest in three or more income-producing real properties are not eligible for this program. The only real property a qualified applicant may own is the property being considered to receive repairs. This is not applicable to the City of Coconut Creek and the City of Weston.

The City of Margate recipients are eligible for one time assistance through the SHIP Program and are not eligible for future assistance through the SHIP, HOME or CDBG Home Repair Programs.

- g. Sponsor Selection Criteria: Broward County, through an RFP process, or under the Contractor Library, may select a for-profit or nonprofit corporation, individuals, or partnerships to act in the capacity of a project management agency to oversee the rehabilitation to the home. Broward County may select a for-profit or nonprofit corporation, individuals, or partnerships to act in the capacity of a project management agency to oversee the rehabilitation to the home. This entity must demonstrate their capability of deliverables, and their capacity based on the project management's current/ active agreement with County. The Eligible Sponsor must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County. These criteria shall be used to score the proposal

submitted in response to the RFP. Broward County may elect to use County staff to oversee this strategy.

h. Additional Information:

The strategy is designed to provide external home repair assistance to eligible applicants for improving or maintaining owner-occupied housing, prevent further deterioration, to stop the loss of energy and infiltration of outside elements. Broward County funds may be used to leverage a City of Coconut Creek and City of Margate home repair project. Exterior Paint in the Broward Municipal Service District only with a maximum award of \$5,000 shall be a grant.

Water Sewer Connection is a Broward County funded assistance with a maximum award of \$10,000.00 shall be a Grant. A one-time insurance premium payment of up to \$6,000.00 will be available to qualified households as a part of the repair project and become a project delivery cost.

Eligible home repair includes: Roof Replacement: Complete replacement of deteriorated roofing systems to eliminate substandard or unsafe roofing conditions and to prevent further roofing deterioration including damaged soffit and fascia. Replacement of existing gutters if required. SHIP funds may be used to leverage other State, Federal or local funding.

Home Repairs: Window replacement, door replacement, exterior wall and stucco repair, air conditioning, plumbing and heating systems (require County's inspection), insulation, termite treatment in conjunction with home repairs being performed (termite inspection required), repair of cracked driveways; cracked or hazardous sidewalks [are also eligible]; and exterior painting. If request for exterior painting only (not included with other repairs) it is permitted in the unincorporated Broward County a/k/a Broward Municipal Service District.

The repairs shall be guided by The GreenHome Initiatives' principles including, but not limited to, the following: Window replacement (impact resistant and tinted), paints and primers that meet Green Seal G-11 Environmental Standard, building envelope sealing specifications (repair of holes, cracks, seams, waterproofing), installation of HVAC systems with SEER rating. Air handler/return ducts in garages or unsealed garage attics are not permitted. Homeowners shall be encouraged to obtain an Energy Audit from Florida Power & Light (FPL).

Hurricane/Storm Shutters: The installation of hurricane shutters and storm shutters is an eligible item when included in the overall repair project to be performed by the Contractor and only if required by code or ordinance.

Code Violations: Repairs will not be provided to those illegal structures built without a permit. The City of Coconut Creek will determine which code violations within the City limits to approve for home repair correction.

Water Sewer Connection: Assists eligible applicants with funding for sewer connections to a water supply and sewage discharge system being installed in areas or neighborhoods where Broward County is requiring mandatory sewer connection, and with emergency plumbing requests that pose a health hazard to the eligible homeowner. Not applicable for City of Margate homeowners.

E. Strategy Name: Special Needs Barrier Removal
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Code 11

a. Summary: Funds will be awarded to remove architectural barriers to owner occupied homes to alleviate and improve accessibility to Special Needs households as defined in 420.0004 (13) and to seniors over the age of 62 years old with disabling conditions.
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b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low, moderate and households up to 140% AMI

d. Maximum award: \$100,000 (Broward County, Coconut Creek and Weston funds); \$70,000 City of Margate funds.

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage.
2. Interest Rate: 0 %
3. Years in loan term: 10 Years
4. Forgiveness: The loan shall be reduced 10% annually per year
5. Repayment: None required, if the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria: Qualified eligible homeowners will be selected on a first-served, first-qualified basis within the income groups, except for those qualified homes deemed as an emergency by Broward County inspectors, which may be given priority.
- f.1. Eligible homeowners must reside in Broward County, Florida. Verification of ownership and payment of property taxes will be conducted to determine eligibility.
- f.2. Property assessed value as stated on the Broward County Property Appraiser's website may not exceed the current value per the IRS Revenue Proclamation or HFA of Broward County value for properties receiving assistance under this LHAP. Properties must be owner-occupied.
- f.3. Where Broward County funds are used, applicants will not be eligible for any additional repairs under this strategy while they have any type of home repair mortgage with Broward County or any Broward

municipality. Applicants with ownership interest in three or more income-producing real properties are not eligible for this program.

- f.4 For the City of Margate recipients, after completion of repairs, applicants will not be eligible for any additional repairs under this strategy or any other Margate grant funded home repair program. City of Margate applicants who previously received funding for home repair under any Margate grant funded home repair program are not eligible for this program.
- g. Sponsor Selection Criteria: Additional points will be awarded to the Eligible Sponsor that has verifiable experience in providing green single-family rehabilitation and has demonstrated its overall knowledge of The GreenHome Initiatives' principles.

Broward County, through an RFP process, or under the Contractor Library, will select a for-profit or nonprofit corporation, individuals, or partnerships to act in the capacity of a project management agency to oversee the rehabilitation to the home. The Eligible Sponsor must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County. These criteria shall be used to score the proposal submitted in response to the RFP. Broward County may elect to use County staff to oversee the special needs/barrier free strategy.

- h. Additional Information:.

Broward County SHIP funds may be used to leverage other State, Federal, local funding, or Bond Programs including, but not limited to, Predevelopment Loan Program, HOME Investments Partnership Program funding, and CDBG funding. City of Margate's funds may not be used to leverage other State, Federal, or local funding. Broward County funds may be used to leverage a City of Coconut Creek and City of Margate special needs/barrier free projects. A one-time insurance premium payment of up to \$6,000.00 will be available to qualified households as a part of the repair project and become a project delivery cost.

- h. Additional Information:

F. Strategy Name: Disaster Assistance	Code 5, 16
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a. Summary: Funds will be awarded to repair owner occupied homes following a disaster as declared by the President of the United States of America or the Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any SHIP funds that have not yet been encumbered or additional disaster funds allocated by the Florida Housing Finance Corporation.

- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low, moderate and households up to 140% AMI
- d. Maximum award: \$40,000 Broward County/Coconut Creek/Weston funds
Maximum award: \$1,000 City of Margate funds
- e. Terms 1 through 6 (*applicable to Broward County/Coconut Creek/Weston funds*):

1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage
2. Interest Rate: 0 %
3. Years in loan term: 10 Years
4. Forgiveness: The loan shall be reduced 10% annually
5. Repayment: None required, if the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

7. City of Margate Disaster Assistance is a Grant.

- f. Recipient/Tenant Selection Criteria: Selected on a first-qualified, first-served basis
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: N/A

G. Strategy Name: Rehabilitation - Rental	Code 14
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Summary: Funds will be awarded to owners of multi-family rental properties for the purpose of acquisition, rehabilitation, or a combination of acquisition and rehabilitation. This is a Broward County funded strategy.

- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low, moderate and households up to 140% AMI
- d. Maximum award: \$40,000 Per Unit
- e. Terms:
 1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage.
 2. Interest Rate: 0%
 3. Years in loan term: 15 Years
 4. Forgiveness: Forgiven at the end of the term.
 5. Repayment: None required if the loan is in good standing.

6. Default: Default/Recapture: The Promissory Note shall provide for repayment of the outstanding balance on the loan, during the fifteen (15) year affordability period, upon the sale, assignment, or transfer of title to the property, or refinancing of the loan, unless such refinancing is in accordance with the County's subordination policy (Exhibit H) and is subject to the restrictions by the most restrictive funding sources during the fifteen (15) year affordability period. Upon the fifteenth (15th) anniversary date of the execution of the Promissory Note, the amount of the loan for the project will be forgiven. Recapture of funds will occur in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and loss of property ownership, and for failure to comply with the terms of the SHIP Mortgage/Note).

- f. Tenant Selection Criteria: County staff will confer with developer/management company to ensure property management staff receives income and rent charts for selection of income qualified tenants. Monitoring of tenants and income recertification will be conducted by County staff on an annual basis. In the event, the property has received additional funds from other federal or state agencies, the County will request proof of initial lease agreements and annual income compliance reports from the compliance monitors.
- g. Sponsor Selection Criteria:
" Sponsor means a person(s) or a private or public for-profit, nonprofit, or government entity that applies for an award through the Request for Proposal process for the purpose of providing rehabilitation to eligible rental units for eligible persons. Additional points will be awarded to the Eligible Landlord that has incorporated green building techniques in the rehabilitation of multifamily projects and has demonstrated its overall knowledge of The GreenHome Initiatives' principles.

The Eligible Landlord must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County.

Preference will be given in the selection process to the Eligible Developer/Sponsor that employs personnel from the Florida Welfare Transition Program.

- h. Additional Information:
Award of SHIP Funds will be contingent upon County's inspection of the property to determine if rehabilitation to property is the result of neglect/abandonment by verification from local Building Department of outstanding code citations. The results may be a criterion for disqualification of SHIP funds award. The property must be greater than a four (4) unit building. Funds may be used to make essential improvements and to replace major housing systems in danger of failure. Property purchased may be used to provide Homeless Transitional Housing.
This Strategy is funded with Broward County funds only.
SHIP funds may be used to leverage other State, Federal, local, or Bond Programs including, but not limited to, Predevelopment Loan Program, HOME Program, and CDBG.

H. Strategy Name: New Construction – Rental	Code 21
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a. Summary: Funds will be awarded to eligible developers or contractors towards the construction of multifamily rental units to be occupied by income eligible families. This is a Broward County funded strategy.
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d. Maximum award: \$60,000 Per Unit

e. Terms

1. Repayment loan/deferred loan/grant: Deferred Payment Loan or a Grant. The Eligible Developer/Sponsor will also be required to execute a Declaration of Restrictive Covenant, in a form provided by the County, to ensure that the property remains affordable during the affordability period of thirty (30) years.
2. Interest Rate: 0 %
3. Years in loan term: 30 Years
4. Forgiveness: Loan forgiven after 30 Years
5. Repayment: None required, if the loan is in good standing.
6. Default: Repayment of the full amount of the loan will be required upon the sale, assignment, or transfer of title to the property, or refinancing, unless such refinancing is in accordance with the County's subordination policy and is subject to the restrictions by the most restrictive funding sources, during the thirty (30) year affordability period. Recapture of funds will occur in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership, and for failure to comply with the terms of the SHIP Mortgage/Note and/or SHIP Funding Agreement).

f. Recipient Selection Criteria: County staff shall request files from property managers of initial tenants to ensure income compliance. Monitoring of tenant files and income recertification will be conducted by County staff on an annual basis, unless the property is monitored by another local, state or federal agency according to the funding source requirement.

g. Sponsor Selection Criteria:

The county defines "Eligible Developer" as a person or a private or public for profit, nonprofit, or government entity that applies for an award through the Request for Proposal process or have been awarded funding through the LIHTC or SAIL Programs for the purpose of developing eligible housing for eligible persons. Additional points will be awarded to the Eligible Developer/Sponsor that has incorporated green building techniques in the construction of multifamily projects and has demonstrated its overall knowledge of The Green Home Initiatives' principles.

Broward County, through an RFP process, may select a for-profit or nonprofit corporation, individuals, or partnerships to conduct the State Housing Initiatives Partnership income certification process for all applicants. The Eligible Developer must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County.

Preference will be given in the selection process for the Eligible Developer that employs personnel from the Florida Welfare Transition Program.

- h. Additional Information: Eligible costs may include, but not be limited to, professional fees (engineering, architectural, surveying, and consulting costs), and interest buy downs.

Infrastructure expenses are typically paid by the developer, including streets, roadways, parking areas; sidewalks, pathways, walkways; storm-drainage systems; sanitary systems; water supply systems, water mains, connections, hydrants, meters; utilities and utility easements for telephone, cable, electric lines, and rights-of-way; and street lighting. Infrastructure expenses must be on-site and must be directly related to the housing being assisted with SHIP funds.

Payment of all soft costs associated with the development, include, but are not limited to, preliminary and Final Plat Review, Engineering Service Charges, Recording Fees, Site Plan Review Fees, Minor Review Fees, Surface Water Licenses, Permits to Construct in Right-of-Way, Sewer and Water Installation Fee, Sewer and Water Plan Review, Waste Water License, Building Permits, Road Construction Agreement Review, Traffic Study/Action Plan Review, Environmental Impact Review, Surface Water Permits, Land Use Amendment Review, Septic Tank Permits, Well Permits, and Payment of school, road, park, police, fire, and water and sewer impact fees.

Hard costs are typically or customarily treated as construction costs by institutional lenders, or any other reasonable hard or soft costs associated or involved with the development or construction process, including land costs.

Reimbursement of eligible soft or hard costs will not be paid until the project is at least fifty percent (50%) construction completion as evidenced by the County's inspection.

Rental or New Construction may accompany upgraded water and sewer supply systems; improved drainage; new road pavement; swales; sod; landscaping; and neighborhood signage.

SHIP funds may be used to leverage other State, Federal, local, or Bond programs such as Predevelopment Loan Program, HOME, and CDBG.

III. LHAP Incentive Strategies – These Incentive Strategies are applicable to Broward County the City of Coconut Creek. The Cities of Margate and Weston currently have Incentive Strategies A and B.

In addition to the required **Incentive Strategy A and Strategy B below**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, Florida Statutes:

A. Name of the Strategy: Expedited Permitting

Permits as defined in Section 163.3177(6)(f)(3), Florida Statutes, for affordable housing projects are expedited to a greater degree than other projects.

Contractors or developers are required to complete Broward County's uniquely titled and color-coded forms. These forms are submitted to the Broward County Planning and Development Management Division (PDMD) for review and approval. The Planners in PDMD make themselves available to guide these projects through the permitting system and notify the contractors or developers when the permits are approved.

B. Name of the Strategy: **Ongoing Review Process - Impact Fee Waivers –**

A process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Prior to the enactment of any new impact fee Ordinance, Broward County PDMD considers the effect on the cost of housing. For example, the latest School Impact Fee Ordinance provided for a significant increase with respect to multifamily dwelling units. The School Board of Broward County, Florida ("School Board"), establishes the school impact fee rates. However, Broward County is responsible for collecting the school impact fees per the County's School Impact Fee Ordinance. Prior to the enactment of the most recent School Impact Fee Ordinance, PDMD made a recommendation for approval contingent upon the School Board increasing the annual allocation from \$375,000 and expanding waiving school impact fees to moderate income units. As of July 1, 2021, the School Board increased the yearly allocation for the program to \$450,000 per fiscal year and waives 100% of school impact fees for units certified as low or very low income with \$75,000 reserved for moderate income units that are part of mixed-income development that includes low and/or very low-income units, up to \$50,000 for a maximum for an individual project.

C. Name of the Strategy: **Affordable Housing Project Certification**

Developers submit an application to the County as part of their local tax credit match application. This request is reviewed by the County and the Housing Finance and Community Redevelopment Division certifying their residential (both single and multifamily) rental new construction project as an affordable housing project. The County executes the Local Government Verification of Contribution Form. This form is provided to Broward County Planning and Development Management Division (PDMD). PDMD ensures that affordable housing projects that are certified as low or very low income are eligible for full waivers of school, park, and transportation impact or concurrency fees as stated in the Broward County Land Development Code.

D. Name of the Strategy: **Bonus Density Flexibility**

The Broward County Land Use Plan (BCLUP) allows for increased density opportunities when constructing affordable housing.

The update of the Broward County Land Use Plan, BrowardNext, was adopted by the Broward County Commission on April 25, 2017, which improved the bonus density program.

The Policy was updated in March 2021 to expand the bonuses. Policy 2.16.3 is an affordable housing bonus density for very-low, low and moderate ranges, based on a 30-year restriction.

E. Name of the Strategy: **Reservation of Infrastructure Capacity**

Due to current infrastructure management in Broward County, no capacity is set aside for affordable housing. However, to date, no affordable housing project has been stopped due to the unavailability of capacity. Any capacity issues are mitigated through the concurrency management systems in Broward County (school and transportation).

F. Name of the Strategy: **Affordable Accessory Residential Units**

PDMD administers Chapter 39, Zoning, of the Broward County Code of Ordinances, which is applicable in the

unincorporated areas of Broward County.

The following low minimum floor area requirements per dwelling units are included in the Zoning Code for the Central County Overlay District and help promote affordability:

- Efficiency apartment: 400 square feet
- Multiple family housing unit: 600 square feet
- Single-family dwelling unit: 1400 square feet for single family and 1200 square feet for each unit in a duplex regardless of zoning district.

Commercial and industrial zoning districts allow accessory dwelling units for caretaker and security quarters, subject to the availability and allocation of reserve units.

The BrowardNext – Broward County Land Use Plan was amended in 2019 to include the statutory references in the Plan to promote at the local government level.

G. Name of the Strategy: **Reduction of Parking and Setback Requirements**

PDMD administers Chapter 39, Zoning, of the Broward County Code of Ordinances, which is applicable in the unincorporated areas of Broward County.

Nonconforming Uses and Structures: The existing off-street parking facilities shall also be repaired and refurbished, and landscaping installed to the maximum extent possible, without reducing the amount of existing parking spaces on-site by more than twenty percent (20%).

H. Name of the Strategy: **Flexible lot configurations, including Zero-Lot- Line**

PDMD administers Chapter 39, Zoning, of the Broward County Code of Ordinances, which is applicable in the unincorporated areas of Broward County.

Planned Development District (PDD): Property owners may apply for a rezoning to a PDD zoning district. The PDD is intended to encourage the implementation of innovative land planning and site design.

Zero lot line configurations are permitted, subject to the submittal, approval, and recordation of a subdivision plat.

I. Name of the Strategy: **Modification of Street Requirements**

In accordance with Article IX, Chapter 5, Subsection 5-184(d)(3), of the Broward County Code of Ordinances (the "Land Development Code"),

Applicants for development permits for the construction of very low and/or low-income affordable housing, as defined by Division 6, Land Development Code Definitions of this article, may choose the applicable alternative described below, in lieu of installing and completing all improvements, prior to the issuance of a development permit, as required by subsection 5-184(d)(1). These alternatives shall be exempt from the requirement to provide security as required by the "Minimum Construction Standards Applicable to Public Rights-of-Way Under Broward County Jurisdiction" except as provided herein.

a) Applicants for development permits within the unincorporated area will execute a standard improvement phasing agreement, in a form acceptable to Broward County, which specifies that no certificate of occupancy will be issued until all required improvements of the development are installed and completed in accordance with this Article. The agreement will be subject to Subsections [5-184\(d\)\(2\)a](#) through e). The agreement will be executed by all owners and mortgagees, be approved by the County Commission, and be recorded in the Official Records. Security will not be required prior to the installation of required improvements for development permits within the unincorporated area. The county will require the contractor(s) performing the work to post a security(ies), in a form acceptable to Broward County, to warranty the work for a period of twelve (12) months following completion of the improvement(s) by the contractor(s) and the initial acceptance of the improvements(s) by Broward County. Single family and/or duplex dwelling units proposed to be constructed on existing, platted lots, within the unincorporated area, which do not require replating, will be exempt from the requirement to enter into the standard improvement phasing agreement and the requirement to post the security. No certificate of occupancy will be issued until all required improvements have been installed and completed in accordance with this Article. The County will be responsible for completing only those improvements stipulated in the standard improvement phasing agreement for which a certificate of occupancy has been issued prior to the installation of required improvements, in the event the developer is deemed by the County to be in default of their required improvements. Broward County will record the necessary document to release the obligations following the completion of the improvements by the contractor and acceptance of the improvement(s) by Broward County.

b) Security will not be required, by Broward County, prior to the installation of required improvements for development permits within municipalities if applicants execute a standard improvement phasing agreement with Broward County and the applicable municipality, in a form acceptable to Broward County, which specifies that no certificate of occupancy will be issued by the municipality until all required improvements of the development are installed and completed in accordance with this Article. The agreement will be subject to Subsections [5-184\(d\)\(2\)a](#) through e). The agreement will specify that the municipality will be responsible for completing only those improvements stipulated in the standard improvement phasing agreement for which a certificate of occupancy has been issued prior to the installation of required improvements, in the event the developer is deemed by the County to be in default of their required improvements. The agreement will be executed by the municipality and all owners and mortgagees, be approved by the County Commission, and be recorded in the Official Records. The agreement will constitute a first lien on the property and will be in lieu of the security requirements of subparagraph (d)(2) above. Broward County will record the necessary document to release the lien following the completion of the improvements by the contractor and acceptance of the improvement(s) by Broward County. The county will require the contractor(s) performing the work on functionally classified county jurisdiction roadways to post a security(ies), in a form acceptable to Broward County, to warranty the work for a period of twelve (12) months following completion of the improvement(s) by the contractor(s) and the initial acceptance of the improvements(s) by Broward County.

J. Name of the Strategy: **A printed inventory of locally owned public lands**

Suitable for affordable housing.

The Broward County Real Property Division maintains a database of escheated parcels. This database is updated every Sunday night by the Property Appraiser's Office. The County surpluses the parcels. If escheated parcels are located within a municipality, the County allows the municipality to develop or build on the parcels. If escheated parcels are located within Broward Municipal Services District, formerly known as Unincorporated Broward County, the Real Property Division notifies the Broward County Housing Finance Division (HFD) to confirm interest

in developing affordable housing for resale. If HFD does not express interest, the Real Property Division advertises parcels for sale to the public.

K. Name of the Strategy: **Policies which support development near transportation hubs, major employment centers, and mixed-use developments**

The BCLUP promotes mixed-use development along major transportation and transit corridors, as well as employment centers. Residential development is a required, principal use. The BCLUP has actively pursued working with local governments to identify areas appropriate for this type of development. The BCLUP was amended in March 2021 to add Policy 2.16.4 which permits residential by right on lands designated Commerce or Activity Centers, with direct access to roadways classified as a State road, County arterial, or other road or portion thereof, as approved by the County Commission, if there is an affordable housing component and additional criteria. The Policy was updated in 2024 to include Commercial designated lands within one-half mile of a passenger rail station.

Transportation Element

POLICY T2.6.8 Broward County shall incentivize affordable housing opportunities along multimodal corridors with frequent transit service by offering density bonuses, as described in Policy 2.16.3 of the [Broward County Land Use Plan](#).

Broward Municipal Services District (BMSD) Element

Activity Centers are required to address affordable housing needs

POLICY BMSD 1.2.1 Future land use amendments shall include the minimum amount of land needed to ensure:

1. Adequate facilities and services are available to support the uses
2. The site is suitable for the proposed use
3. Mobility options of the site are suitable for the proposed use and are designed using Complete Streets Principles outlined in the Transportation Element
4. Urban Sprawl is discouraged
5. Sufficient affordable housing is provided to meet the needs of the area
6. The proposed use is compatible with surrounding uses

Housing Element

POLICY H1.5 Broward County shall facilitate the development of very low, low, and moderate-income housing on sites within a ¼ mile walking distance to premium transit, employment, and educational opportunities through the County's "Affordable Housing Density Bonus Program."

POLICY H3.1 Broward County shall encourage land acquisition and land banking, prioritizing those sites accessible to existing and planned transit service, when feasible, to subsidize the development of affordable housing projects.

POLICY H4.2 Broward County shall promote housing projects that contain compact building design principles, mixed use, and medium to high densities, promote pedestrian activity, enable access to healthy foods through Urban Farming and Food Waste Recycling programs, and support multi-modal transportation options, in coordination with other local municipalities and/or governmental agencies, which use energy conservation principles.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance).
- G. Interlocal Agreements
- H. Other Documents Incorporated by Reference – Subordination Policy

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, APPROVING THE JOINT LOCAL HOUSING ASSISTANCE PLAN
3 ("JOINT LHAP") FOR THE STATE OF FLORIDA'S FISCAL YEARS 2026, 2027, AND
4 2028, AS REQUIRED UNDER THE STATE HOUSING INITIATIVES PARTNERSHIP
5 ACT, SECTIONS 420.907 THROUGH 420.9079, FLORIDA STATUTES, AND
6 RULE 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING
7 THE COUNTY ADMINISTRATOR TO EXECUTE ANY NECESSARY DOCUMENTS
8 AND CERTIFICATIONS RELATING TO THE JOINT LHAP AS REQUIRED BY THE
9 STATE OF FLORIDA AND TO SUBMIT TO THE FLORIDA HOUSING FINANCE
10 CORPORATION FOR REVIEW AND APPROVAL THE JOINT LHAP AND REQUIRED
11 ANNUAL REPORTS; AUTHORIZING THE DIRECTOR OF THE HOUSING FINANCE
12 DIVISION TO MAKE TECHNICAL AND CLARIFYING REVISIONS TO THE JOINT LHAP
13 AS PROVIDED IN THE RESOLUTION; AND PROVIDING FOR SEVERABILITY AND AN
14 EFFECTIVE DATE.

15
16 WHEREAS, the State Housing Initiatives Partnership ("SHIP") program provides
17 funds to eligible local governments as an incentive to create partnerships that produce
18 and preserve affordable homeownership and multifamily housing, particularly for very
19 low-, low-, and moderate-income families;

20 WHEREAS, the State Housing Initiatives Partnership Act ("Act"), codified in
21 Sections 420.907 through 420.9079, Florida Statutes, and Rule 67-37, Florida

Administrative Code, collectively referred to as the “SHIP Rules and Regulations,” require local governments to submit a Local Housing Assistance Plan to the Florida Housing Finance Corporation (“Corporation”) for review and approval as a condition of receiving SHIP funds;

WHEREAS, the SHIP Rules and Regulations allow counties and municipalities that receive SHIP funds to enter into interlocal agreements for the purpose of establishing a Joint Local Housing Assistance Plan (“Joint LHAP”), subject to the requirements of the SHIP Rules and Regulations;

WHEREAS, Broward County (“County”) is entering into interlocal agreements with the City of Weston, the City of Margate, and the City of Coconut Creek for the County to jointly administer SHIP funds and strategies in accordance with the SHIP Rules and Regulations for the State of Florida (“State”) for fiscal years 2026, 2027, and 2028 (each fiscal year being July 1 to June 30);

WHEREAS, in accordance with the terms of the interlocal agreements and the SHIP Rules and Regulations, the County is required to submit the Joint LHAP to the Corporation; and

WHEREAS, the Act requires that the Joint LHAP be adopted by resolution of the Broward County Board of County Commissioners (“Board”), NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The recitals set forth in the preamble to this Resolution are true, accurate, and incorporated by reference herein as though set forth in full hereunder.

Section 2. The Board adopts the Joint LHAP for the fiscal years 2026, 2027, and 2028, a copy of which is attached to this Resolution as Attachment A.

Section 3. Pursuant to Section 420.9075(5), Florida Statutes, the Board finds that the maximum sales price per unit included in the Joint LHAP for acquisition or new construction of affordable housing, or for repair and renovation of existing affordable housing units utilizing SHIP funds allocated to the County, shall not exceed Six Hundred Thirty-six Thousand Eight Hundred Six Dollars (\$636,806) in both targeted and nontargeted areas (as such terms are described in 26 U.S.C. §143), which amount reflects ninety percent (90%) of the median area purchase price as required in the SHIP Rules and Regulations.

Section 4. The Board has determined the maximum per-unit cost allowable for each strategy under the LHAP for the State's fiscal years 2026, 2027, and 2028 is as follows:

<u>SHIP Strategy</u>	<u>Maximum SHIP Funds</u>
Exterior Paint Program	\$5,000
Water Sewer Connection	\$10,000
Foreclosure Prevention	\$15,000
Disaster Relief Assistance	\$40,000
Rental Acquisition/Rehabilitation	\$40,000
Rental New Construction	\$60,000
New Construction - Single Family	\$80,000
Home Repair - Single Family	\$100,000
Special Needs/Barrier Free	\$100,000
Purchase Assistance	\$120,000

57 Section 5. The Board finds that five percent (5%) of the SHIP funds distributed
58 to the County plus five percent (5%) of program income (as defined in
59 Section 420.9071, Florida Statutes) is insufficient to adequately fund the necessary costs
60 of administering the Joint LHAP. Accordingly, pursuant to the Act, the Board authorizes
61 expenditures of an amount not to exceed ten percent (10%) of SHIP funds plus
62 five percent (5%) of program income for administrative expenses and implementation
63 costs.

64 Section 6. The Board authorizes the County Administrator to submit to the
65 Board for adoption a projected budget as part of the Joint LHAP in accordance with the
66 SHIP Rules and Regulations and, following notification from the Corporation of the total
67 allocation of SHIP funds to be distributed to the County, submit to the Board for adoption
68 an unanticipated revenue Resolution to recognize the amount of SHIP funding.

69 Section 7. The Board authorizes the County Administrator to submit the Joint
70 LHAP to the Corporation for review and approval, execute the Certification to Corporation
71 attached to this Resolution as Attachment B, and execute any necessary documents
72 required by the State or Corporation in accordance with the SHIP Rules and Regulations.

73 Section 8. The Board authorizes the Director of the Housing Finance Division
74 to make any technical or clarifying revisions to the Joint LHAP, as provided in
75 Section 420.9071(23), Florida Statutes, and to transmit same to the Corporation for
76 purposes of notification.

77 Section 9. Severability.

78 If any portion of this Resolution is determined by any court to be invalid, the invalid
79 portion will be stricken, and such striking will not affect the validity of the remainder of this

Resolution. If any court determines that this Resolution, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Resolution to any other individual, group, entity, property, or circumstance.

Section 10. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this day of , 2025. **PROPOSED**

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Claudia Capdesuner 02/12/2025
 Claudia Capdesuner (date)
 Assistant County Attorney

By: /s/ Annika E. Ashton 02/12/2025
 Annika E. Ashton (date)
 Deputy County Attorney

Exhibit A

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A (2025)

(Local Government name)

Fiscal Year: 2025-2026	
Estimated SHIP Funds for Fiscal Year:	\$ 4,120,689.00
Salaries and Benefits	\$ 260,168.00
Office Supplies and Equipment; Computer hardware	\$ 1,700.00
Travel Per diem Workshops, etc.	\$ 2,500.00
Advertising	\$ 5,200.00
Other*	\$ 142,500.00
Total	\$ 412,068.00
Admin %	10.00%
Fiscal Year 2026-2027	
Estimated SHIP Funds for Fiscal Year:	\$ 4,120,689.00
Salaries and Benefits	\$ 260,168.00
Office Supplies and Equipment; Computer hardware	\$ 1,700.00
Travel Per diem Workshops, etc.	\$ 2,500.00
Advertising	\$ 5,200.00
Other*	\$ 142,500.00
Total	\$ 412,068.00
Admin %	10.00%
	OK
Fiscal Year 2027-2028	
Estimated SHIP Funds for Fiscal Year:	\$ 4,120,689.00
Salaries and Benefits	\$ 260,168.00
Office Supplies and Equipment; Computer hardware	\$ 1,700.00
Travel Per diem Workshops, etc.	\$ 2,500.00
Advertising	\$ 5,200.00
Other*	\$ 142,500.00
Total	\$ 412,068.00
Admin %	10.00%
	OK
<p>*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.</p> <p>Details: Varies annually based on allocation, included are Bldg.Rent;County Attorney ;Membership Dues;Education, Fleet Service, Misc.</p>	

Exhibit B Timeline for SHIP Expenditures

Broward County, ILAs Coconut Creek, Margate and Weston affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Closeout Report
2025-2026	6/30/2027	6/30/2028	9/15/2028
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2025-2026	3/30/2028	6/15/2028
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to robert.dearduff@floridahousing.org and include:

1. A statement that “(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

LHAP Exhibit C 2024

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2025-2026												
Name of Local Government:		Broward County, Coconut Creek, Margate, Weston										
Estimated Funds (Anticipated allocation only):			\$ 4,120,689									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
1,2	Purchase Assistance w/ or w/o Repairs	Yes	2	\$120,000	2	\$120,000	2	\$120,000	\$480,000.00	\$0.00	\$480,000.00	6
3	Owner Occupied Rehabilitation	Yes	9	\$100,000	9	\$100,000	2	\$100,000	\$2,000,000.00	\$0.00	\$2,000,000.00	20
11	Special Needs	Yes	7	\$100,000	2	\$100,000	1	\$100,000	\$1,000,000.00	\$0.00	\$1,000,000.00	10
10	Newe Construction Single Family	Yes	0	\$80,000	0	\$80,000	0	\$80,000	\$0.00	\$0.00	\$0.00	0
10	New Construction Predevelopment	Yes	0	\$20,000	0	\$20,000	0	\$20,000	\$0.00	\$0.00	\$0.00	0
7	Foreclosure Prevention	No	2	\$15,000	1	\$15,000	1	\$3,621	\$0.00	\$48,621.00	\$48,621.00	4
5,16	Disaster Assistance	Yes	0	\$40,000	0	\$40,000	0	\$40,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		20		14		6		\$3,480,000.00	\$48,621.00	\$3,528,621.00	40
Purchase Price Limits:			New	\$ 636,806	Existing	\$ 636,806						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
21	Rental New Construction	Yes	2	\$60,000	1	\$60,000	0	0	\$180,000.00	\$0.00	\$180,000.00	3
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		2		1		0		\$180,000.00	\$0.00	\$180,000.00	3
	Administration Fees		\$ 412,068	10%				OK				
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 4,120,689	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		88.8%	OK
Homeownership % (65% requirement)		85.6%	OK
Rental Restriction (25%)		4.4%	OK
Very-Low Income (30% requirement)	\$ 1,990,000	48.3%	OK
Low Income (30% requirement)	\$ 1,355,000	32.9%	OK
Moderate Income	\$ 543,621	13.2%	

LHAP Exhibit C 2024

FLORIDA HOUSING FINANCE CORPORATION													
HOUSING DELIVERY GOALS CHART													
2026-2027													
Name of Local Government:		Broward County, Coconut Creek, Margate, Weston											
Estimated Funds (Anticipated allocation only):			\$ 4,120,689										
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units	
	Homeownership												
1,2	Purchase Assistance w/ or w/o Repairs	Yes	2	\$120,000	2	\$120,000	2	\$120,000	\$480,000.00	\$0.00	\$480,000.00	6	
3	Owner Occupied Rehabilitation	Yes	9	\$100,000	9	\$100,000	2	\$100,000	\$2,000,000.00	\$0.00	\$2,000,000.00	20	
11	Special Needs	Yes	7	\$100,000	2	\$100,000	1	\$100,000	\$1,000,000.00	\$0.00	\$1,000,000.00	10	
10	Newe Construction Single Family	Yes	0	\$80,000	0	\$80,000	0	\$80,000	\$0.00	\$0.00	\$0.00	0	
10	New Construction Predevelopment	Yes	0	\$20,000	0	\$20,000	0	\$20,000	\$0.00	\$0.00	\$0.00	0	
7	Foreclosure Prevention	No	2	\$15,000	1	\$15,000	1	\$3,621	\$0.00	\$48,621.00	\$48,621.00	4	
5,16	Disaster Assistance	Yes	0	\$40,000	0	\$40,000	0	\$40,000	\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
	Total Homeownership		20		14		6		\$3,480,000.00	\$48,621.00	\$3,528,621.00	40	
Purchase Price Limits:			New	\$ 636,806	Existing	\$ 636,806							

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units	
21	Rental New Construction	Yes	2	\$60,000	1	\$60,000	0	0	\$180,000.00	\$0.00	\$180,000.00	3	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
	Total Rental		2		1		0		\$180,000.00	\$0.00	\$180,000.00	3	
	Administration Fees		\$ 412,068		10%		OK						
	Home Ownership Counseling		\$ -										
Total All Funds			\$ 4,120,689 OK										

Set-Asides

Percentage Construction/Rehab (75% requirement)		88.8%	OK
Homeownership % (65% requirement)		85.6%	OK
Rental Restriction (25%)		4.4%	OK
Very-Low Income (30% requirement)	\$ 1,990,000	48.3%	OK
Low Income (30% requirement)	\$ 1,355,000	32.9%	OK
Moderate Income	\$ 543,621	13.2%	

LHAP Exhibit C 2024

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2027-2028												
Name of Local Government:		Broward County, Coconut Creek, Margate, Weston										
Estimated Funds (Anticipated allocation only):			\$ 4,120,689									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
1,2	Purchase Assistance w/ or w/o Repairs	Yes	2	\$120,000	2	\$120,000	2	\$120,000	\$480,000.00	\$0.00	\$480,000.00	6
3	Owner Occupied Rehabilitation	Yes	9	\$100,000	9	\$100,000	2	\$100,000	\$2,000,000.00	\$0.00	\$2,000,000.00	20
11	Special Needs	Yes	7	\$100,000	2	\$100,000	1	\$100,000	\$1,000,000.00	\$0.00	\$1,000,000.00	10
10	Newe Construction Single Family	Yes	0	\$80,000	0	\$80,000	0	\$80,000	\$0.00	\$0.00	\$0.00	0
10	New Construction Predevelopment	Yes	0	\$20,000	0	\$20,000	0	\$20,000	\$0.00	\$0.00	\$0.00	0
7	Foreclosure Prevention	No	2	\$15,000	1	\$15,000	1	\$3,621	\$0.00	\$48,621.00	\$48,621.00	4
5,16	Disaster Assistance	Yes	0	\$40,000	0	\$40,000	0	\$40,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		20		14		6		\$3,480,000.00	\$48,621.00	\$3,528,621.00	40
Purchase Price Limits:			New	\$ 636,806	Existing	\$ 636,806						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
21	Rental New Construction	Yes	2	\$60,000	1	\$60,000	0	0	\$180,000.00	\$0.00	\$180,000.00	3
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		2		1		0		\$180,000.00	\$0.00	\$180,000.00	3
	Administration Fees		\$ 412,068		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 4,120,689 OK									

Set-Asides

Percentage Construction/Rehab (75% requirement)		88.8%	OK
Homeownership % (65% requirement)		85.6%	OK
Rental Restriction (25%)		4.4%	OK
Very-Low Income (30% requirement)	\$ 1,990,000	48.3%	OK
Low Income (30% requirement)	\$ 1,355,000	32.9%	OK
Moderate Income	\$ 543,621	13.2%	

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

Broward County, ILA Coconut Creek, Margate, Weston
--

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the

local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Chief Elected Official or designee

Witness

Type Name and Title

Date

OR

Attest:

(Seal)

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY
OF COCONUT CREEK ("CITY") FOR PREPARATION, IMPLEMENTATION, AND
ADMINISTRATION OF CITY'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR
FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028**

This Interlocal Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Coconut Creek, Florida, a municipal corporation organized under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The SHIP Program was created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

B. Both County and City are recipients of SHIP Program funds from the Corporation.

C. Section 420.9072(5)(a), Florida Statutes, encourages local governments to make the most efficient use of their resources by cooperating to provide affordable housing assistance. To this end, local governments may enter into an interlocal agreement for the purpose of establishing a joint local housing assistance plan subject to the requirements of Sections 420.907-420.9079, Florida Statutes.

D. The Parties agree that it would be most efficient for County to receive City's allocation of SHIP Program funding from the Corporation and administer City's SHIP Program funds in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, and County's Local Housing Assistance Plan, as each may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

- 1.4. **Contract Administrator** means the Director of the Housing Finance Division, the Assistant Director of the Housing Finance Division, or such other person designated by the Director of the Housing Finance Division in writing.
- 1.5. **Corporation** means the Florida Housing Finance Corporation.
- 1.6. **Designated Representative** means the City Manager for City, or such other person designated in writing by the City Manager.
- 1.7. **Division** means County's Housing Finance Division.
- 1.8. **LHAP** means the Joint Local Housing Assistance Plan adopted by Resolution of the Board and submitted by County to the Corporation, which describes the joint local housing assistance strategies and local housing incentive strategies for County and City, respectively, and explains how such strategies meet the requirements under the SHIP Rules and Regulations.
- 1.9. **Recaptured Funds** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.10. **SHIP Program** means the State Housing Initiatives Partnership Program created pursuant to the State Housing Initiatives Partnership Act set forth in Sections 420.907-420.9079, Florida Statutes.
- 1.11. **SHIP Program Income** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.12. **SHIP Rules and Regulations** means the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, and the LHAP, which are all incorporated herein by reference.

ARTICLE 2. ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM

- 2.1. The Parties agree to establish an LHAP subject to the requirements of Sections 420.907-420.9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, and 2027-2028, which County shall submit to the Corporation for its review and approval in accordance with the SHIP Rules and Regulations.
- 2.2. County's Housing Finance Division shall be responsible for the administration and implementation of the LHAP in accordance with the SHIP Rules and Regulations.
- 2.3. Annual Reports. County shall submit a single Annual Report (as defined in Rule 67-37.011, Florida Administrative Code) to the Corporation for the Parties, in accordance with 67-37.011, Florida Administrative Code, and the requirements under Section 420.9075(10), Florida Statutes, and provide a copy of the filed Annual Report to the Designated Representative.
- 2.4. County shall establish, with input from City, the administrative criteria or requirements necessary and/or desirable to the Parties to implement the SHIP Program in City, including, but

not limited to, the maximum award schedule for each strategy, eligibility criteria for participants, and advertising requirements for the availability of City's SHIP Program funds.

2.5. County shall supply the Designated Representative with quarterly reports detailing: (a) awards made to receipts of City's SHIP Program funds during the preceding quarter; (b) expenditures of City's SHIP Program funds made by County; (c) with quarterly reports of awards to recipients of City's SHIP Program funds. The quarterly report must be submitted to the Designated Representative no later than the fifteenth (15th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the quarterly progress report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the quarterly reports, the quarters shall be as follows:

First quarter:	October 1 through December 31
Second quarter:	January 1 through March 31
Third quarter:	April 1 through June 30
Fourth quarter:	July 1 through September 30

2.6. City shall have access to all client lists created by County in connection with County's obligations under this Agreement.

2.7. Affordable Housing Advisory Committee. The Parties acknowledge that a joint affordable housing advisory committee ("AHAC") has been established pursuant to Section 420.9076(2), Florida Statutes. The AHAC shall continue to operate and fulfill its obligations, including recommending monetary and nonmonetary incentive strategies to encourage or facilitate affordable housing in accordance with the SHIP Rules and Regulations. The AHAC shall consist of at least one locally elected official from County or City.

ARTICLE 3. ESTABLISHMENT AND ADMINISTRATION OF THE TRUST FUND

3.1. Establishment of Trust Fund. County has established an Affordable Housing Assistance Trust Fund ("Trust Fund") pursuant to Section 5-556 of the Code. All SHIP Program funds received by County from the Corporation or City pursuant to the SHIP Rules and Regulations, including, but not limited to, City's allocation of SHIP Program funds shall be earmarked as County's SHIP Program funding allocation or City's SHIP Program funding allocation, respectively, and deposited by County into the Trust Fund.

3.2. Restrictions on SHIP Program Funds. In accordance with the SHIP Rules and Regulations, any City SHIP Program funds expended from the Trust Fund must be used solely for the administration and implementation of the LHAP.

3.3. Audit of Trust Fund. County agrees that the Trust Fund shall be separately stated as a special revenue fund in County's audited financial statements. In accordance with SHIP Rules and Regulations, copies of such audited financial statements shall be forwarded by County to the Corporation as soon as such statements are available. County shall also provide City with a copy of County's audited financial statements as soon as such statements are available.

3.4. State Audit. In the event County expends a total amount of state financial assistance equal to or in excess of Seven Hundred and Fifty Thousand Dollars (\$750,000), in any fiscal year of County, County must conduct an audit for such year in accordance with the Florida Single Audit Act, the applicable rules of the State Department of Financial Services, and Chapter 10.550, Rules of the Auditor General, pertaining to local governmental entities.

3.5. Notification to Corporation. County shall provide written notification to the Corporation of any changes in the Trust Fund or the termination of this Agreement as provided herein.

ARTICLE 4. TERM AND TERMINATION

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through June 30, 2028 ("Term"), unless otherwise terminated.

4.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved Party identifying the breach. For County, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed this Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 4.3, effective thirty (30) days after such notice was provided.

4.3. This Agreement may also be terminated for convenience by either Party. Termination for convenience by County shall be by the Board. Termination shall be effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall not be less than thirty (30) days after the date of such written notice. Each Party acknowledges that it has received good, valuable, and sufficient consideration for the other Party's right to terminate this Agreement for convenience, including the obligation to provide advance written notice of such termination in accordance with this section.

4.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

4.5. This Agreement may also be terminated by the City Manager upon such notice as the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.6. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

4.7. In addition to any termination rights stated in this Agreement, either Party shall be entitled to seek any and all available contractual or other remedies available at law or in equity

including recovery of costs incurred by the Party due to the other Party's failure to comply with any term(s) of this Agreement.

4.8. The Parties must also provide written notice to the Corporation of termination of this Agreement.

ARTICLE 5. DISTRIBUTION OF SHIP PROGRAM FUNDS

5.1. County shall utilize all SHIP Program funds received from the Corporation in accordance with the SHIP Rules and Regulations. Any SHIP Funds allocated to or transferred from the City and deposited in the Trust Fund under this Agreement will remain City's SHIP Program funds and earmarked as such in accordance with Section 3.1. All City SHIP Program funds will be used by County within City in compliance with the LHAP and all applicable SHIP Rules and Regulations.

5.2. County shall administer and distribute City's SHIP Program funds in accordance with the maximum award for each strategy included in the LHAP. County shall retain the maximum amounts allowable for the administrative fee and administrative expenses from all funds received by City, or on behalf of City, related to City's SHIP Program funds, including, but not limited to, SHIP Program income for each state fiscal year (July 1-June 30) under this Agreement for County's administration of City's SHIP Program funds for that year.

5.3. City must establish a mechanism for identifying and transferring any SHIP Program Income and Recaptured Funds. All SHIP Program Income and Recaptured Funds received by City shall be immediately transferred to County, identified by City as City's SHIP Program Income or City's Recaptured Funds, and tracked according to the state fiscal year in which such funds were received.

5.4. City is responsible for all files, monitoring, annual reports, audits, releases or satisfactions of liens, and all other requirements under the SHIP Rules and Regulations related to funding assistance provided by City prior to the transfer of City's SHIP Program funds, City's Recaptured Funds, and/or City's Program Income to County. Additionally, City is responsible for all files, monitoring, annual reports, audits, releases or satisfactions of liens, and all other requirements under the SHIP Rules and Regulations related to funding assistance provided by City prior to the Effective Date of this Agreement.

5.5. County must make good faith efforts to recapture SHIP Program funds and deposit such funds into the Trust Fund. Any recapture of SHIP Program funds allocated to City by the Corporation shall be re-used by County within City.

5.6. Upon expiration or termination of this Agreement, County shall retain any City SHIP Program funds in the Trust Fund that have not been encumbered or obligated until such time as County receives written notification from the Corporation as to the disposition of such funds. Upon approval of the Corporation, the funds shall be returned to City. Encumbered or obligated City SHIP Program funds remaining in the Trust Fund will be expended within City pursuant to the terms of such obligations.

ARTICLE 6. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County and City are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for the acts and commissions of their agents or employees to the extent permitted by law.

ARTICLE 7. INSURANCE

The Parties are state agencies or subdivisions subject to Section 768.28, Florida Statutes, and each Party shall furnish the other Party with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that either Party has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within each Party's legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so on behalf of each Party and does so with full legal authority.

8.2. Public Entity Crime Act. The Parties represent that they are each familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that each Party's entry into this Agreement will not violate that statute. Each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Party has been placed on the convicted vendor list.

8.3. Breach of Representations. The Parties acknowledges that each Party is materially relying on the representations, warranties, and certifications of the other Party stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to the other Party; and (c) set off from any amounts due to the other Party in the full amount of any damage incurred.

ARTICLE 9. MISCELLANEOUS

9.1. No Discrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City and City's Designated Representative to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify this Agreement, except as expressly set forth herein, or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to this Agreement that do not increase the total cost to County, if any, or waive any rights of County.

9.3. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. The failure of either Party to comply with the provisions of this section shall constitute a default and breach of this Agreement and shall entitle the non-defaulting Party to enforce the default and breach in accordance with the provisions set forth in Article 4.

9.4. Audit Rights and Retention of Records.

9.4.1. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

9.4.2. City shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

- 9.4.3. City shall have the right to audit the books, records, and accounts of County that are related to this Agreement. County shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available into written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available in written form at no cost to City. County shall provide City with reasonable access to County's facilities, and City shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.
- 9.4.4. County shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and County expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with City. Any audit or inspection pursuant to this section may be performed by any City representative (including any outside representative engaged by City). County hereby grants City the right to conduct such audit or review at City's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice. County shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by City.
- 9.5. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Party nor any of their respective agents shall act as officers, employees, or agents of the other Party. Neither Party shall not have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.
- 9.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.
- 9.7. Third-Party Beneficiaries. Neither County nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party

beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Director
110 NE Third Street, Suite 300, Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Coconut Creek
Attn: City Manager
5800 W Copans Road, Coconut Creek, Florida 33063
Email address: sstoudenmire@coconutcreek.net

9.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the other Party to immediately terminate this Agreement, in addition to any other remedies available at law or in equity.

9.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. Compliance with Laws. The Parties must comply with all Applicable Law in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

9.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

9.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.19. Payable Interest.

9.19.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for

any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

9.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

9.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

9.21. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

9.22. Use of County Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

9.23. Filing of Agreement. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be filed by County with the Clerk of the Circuit Court for Broward County, Florida.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and City, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

CC/sr
SHIP ILA Coconut Creek 2025-2028.doc
01/30/2025
#1137326.4

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK
("CITY") FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION OF CITY'S STATE
HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR FISCAL YEARS 2025-2026, 2026-2027, AND
2027-2028**

CITY

CITY

By: _____
Mayor

____ day of _____, 2025

ATTEST:

By: _____
City Clerk

____ day of _____, 2025

By: _____
City Manager

____ day of _____, 2025

APPROVED AS TO FORM:

By: _____
City Attorney

____ day of _____, 2025

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY
OF MARGATE ("CITY") FOR PREPARATION, IMPLEMENTATION, AND
ADMINISTRATION OF CITY'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR
FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028**

This Interlocal Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Margate, Florida, a municipal corporation organized under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The SHIP Program was created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

B. Both County and City are recipients of SHIP Program funds from the Corporation.

C. Section 420.9072(5)(a), Florida Statutes, encourages local governments to make the most efficient use of their resources by cooperating to provide affordable housing assistance. To this end, local governments may enter into an interlocal agreement for the purpose of establishing a joint local housing assistance plan subject to the requirements of Sections 420.907-420.9079, Florida Statutes.

D. The Parties agree that it would be most efficient for County to receive City's allocation of SHIP Program funding from the Corporation and administer City's SHIP Program funds in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, and County's Local Housing Assistance Plan, as each may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

- 1.4. **Contract Administrator** means the Director of the Housing Finance Division, the Assistant Director of the Housing Finance Division, or such other person designated by the Director of the Housing Finance Division in writing.
- 1.5. **Corporation** means the Florida Housing Finance Corporation.
- 1.6. **Designated Representative** means the City Manager for City, or such other person designated in writing by the City Manager.
- 1.7. **Division** means County's Housing Finance Division.
- 1.8. **LHAP** means the Joint Local Housing Assistance Plan adopted by Resolution of the Board and submitted by County to the Corporation, which describes the joint local housing assistance strategies and local housing incentive strategies for County and City, respectively, and explains how such strategies meet the requirements under the SHIP Rules and Regulations.
- 1.9. **Recaptured Funds** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.10. **SHIP Program** means the State Housing Initiatives Partnership Program created pursuant to the State Housing Initiatives Partnership Act set forth in Sections 420.907-420.9079, Florida Statutes.
- 1.11. **SHIP Program Income** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.12. **SHIP Rules and Regulations** means the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, and the LHAP, which are all incorporated herein by reference.

ARTICLE 2. ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM

- 2.1. The Parties agree to establish an LHAP subject to the requirements of Sections 420.907-420.9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, and 2027-2028, which County shall submit to the Corporation for its review and approval in accordance with the SHIP Rules and Regulations.
- 2.2. County's Housing Finance Division shall be responsible for the administration and implementation of the LHAP in accordance with the SHIP Rules and Regulations.
- 2.3. Annual Reports. County shall submit a single Annual Report (as defined in Rule 67-37.011, Florida Administrative Code) to the Corporation for the Parties, in accordance with 67-37.011, Florida Administrative Code, and the requirements under Section 420.9075(10), Florida Statutes, and provide a copy of the filed Annual Report to the Designated Representative.
- 2.4. County shall establish, with input from City, the administrative criteria or requirements necessary and/or desirable to the Parties to implement the SHIP Program in City, including, but

not limited to, the maximum award schedule for each strategy, eligibility criteria for participants, and advertising requirements for the availability of City's SHIP Program funds.

2.5. County shall supply the Designated Representative with quarterly reports detailing: (a) awards made to receipts of City's SHIP Program funds during the preceding quarter; (b) expenditures of City's SHIP Program funds made by County; (c) with quarterly reports of awards to recipients of City's SHIP Program funds. The quarterly report must be submitted to the Designated Representative no later than the fifteenth (15th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the quarterly progress report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the quarterly reports, the quarters shall be as follows:

First quarter:	October 1 through December 31
Second quarter:	January 1 through March 31
Third quarter:	April 1 through June 30
Fourth quarter:	July 1 through September 30

2.6. City shall have access to all client lists created by County in connection with County's obligations under this Agreement.

2.7. Affordable Housing Advisory Committee. The Parties acknowledge that a joint affordable housing advisory committee ("AHAC") has been established pursuant to Section 420.9076(2), Florida Statutes. The AHAC shall continue to operate and fulfill its obligations, including recommending monetary and nonmonetary incentive strategies to encourage or facilitate affordable housing in accordance with the SHIP Rules and Regulations. The AHAC shall consist of at least one locally elected official from County or City.

ARTICLE 3. ESTABLISHMENT AND ADMINISTRATION OF THE TRUST FUND

3.1. Establishment of Trust Fund. County has established an Affordable Housing Assistance Trust Fund ("Trust Fund") pursuant to Section 5-556 of the Code. All SHIP Program funds received by County from the Corporation or City pursuant to the SHIP Rules and Regulations, including, but not limited to, City's allocation of SHIP Program funds shall be earmarked as County's SHIP Program funding allocation or City's SHIP Program funding allocation, respectively, and deposited by County into the Trust Fund.

3.2. Restrictions on SHIP Program Funds. In accordance with the SHIP Rules and Regulations, any City SHIP Program funds expended from the Trust Fund must be used solely for the administration and implementation of the LHAP.

3.3. Audit of Trust Fund. County agrees that the Trust Fund shall be separately stated as a special revenue fund in County's audited financial statements. In accordance with SHIP Rules and Regulations, copies of such audited financial statements shall be forwarded by County to the Corporation as soon as such statements are available. County shall also provide City with a copy of County's audited financial statements as soon as such statements are available.

3.4. State Audit. In the event County expends a total amount of state financial assistance equal to or in excess of Seven Hundred and Fifty Thousand Dollars (\$750,000), in any fiscal year of County, County must conduct an audit for such year in accordance with the Florida Single Audit Act, the applicable rules of the State Department of Financial Services, and Chapter 10.550, Rules of the Auditor General, pertaining to local governmental entities.

3.5. Notification to Corporation. County shall provide written notification to the Corporation of any changes in the Trust Fund or the termination of this Agreement as provided herein.

ARTICLE 4. TERM AND TERMINATION

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through June 30, 2028 ("Term"), unless otherwise terminated.

4.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved Party identifying the breach. For County, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed this Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 4.3, effective thirty (30) days after such notice was provided.

4.3. This Agreement may also be terminated for convenience by either Party. Termination for convenience by County shall be by the Board. Termination shall be effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall not be less than thirty (30) days after the date of such written notice. Each Party acknowledges that it has received good, valuable, and sufficient consideration for the other Party's right to terminate this Agreement for convenience, including the obligation to provide advance written notice of such termination in accordance with this section.

4.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

4.5. This Agreement may also be terminated by the City Manager upon such notice as the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.6. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

In addition to any termination rights stated in this Agreement, either Party shall be entitled to seek any and all available contractual or other remedies available at law or in equity including

recovery of costs incurred by the Party due to the other Party's failure to comply with any term(s) of this Agreement.

4.7. The Parties must also provide written notice to the Corporation of termination of this Agreement.

ARTICLE 5. DISTRIBUTION OF SHIP PROGRAM FUNDS

5.1. County shall utilize all SHIP Program funds received from the Corporation in accordance with the SHIP Rules and Regulations. Any SHIP Funds allocated to or transferred from the City and deposited in the Trust Fund under this Agreement will remain City's SHIP Program funds and earmarked as such in accordance with Section 3.1. All City SHIP Program funds will be used by County within City in compliance with the LHAP and all applicable SHIP Rules and Regulations.

5.2. County shall administer and distribute City's SHIP Program funds in accordance with the maximum award for each strategy included in the LHAP. County shall retain the maximum amounts allowable for the administrative fee and administrative expenses from all funds received by City, or on behalf of City, related to City's SHIP Program funds, including, but not limited to, SHIP Program income for each state fiscal year (July 1-June 30) under this Agreement for County's administration of City's SHIP Program funds for that year.

5.3. City must establish a mechanism for identifying and transferring any SHIP Program Income and Recaptured Funds. All SHIP Program Income and Recaptured Funds received by City shall be immediately transferred to County, identified by City as City's SHIP Program Income or City's Recaptured Funds, and tracked according to the state fiscal year in which such funds were received.

5.4. City is responsible for all files, monitoring, annual reports, audits, releases or satisfactions of liens, and all other requirements under the SHIP Rules and Regulations related to funding assistance provided by City prior to the transfer of City's SHIP Program funds, City's Recaptured Funds, and/or City's Program Income to County. Additionally, City is responsible for all files, monitoring, annual reports, audits, releases or satisfactions of liens, and all other requirements under the SHIP Rules and Regulations related to funding assistance provided by City prior to the Effective Date of this Agreement.

5.5. County must make good faith efforts to recapture SHIP Program funds and deposit such funds into the Trust Fund. Any recapture of SHIP Program funds allocated to City by the Corporation shall be re-used by County within City.

5.6. Upon expiration or termination of this Agreement, County shall retain any City SHIP Program funds in the Trust Fund that have not been encumbered or obligated until such time as County receives written notification from the Corporation as to the disposition of such funds. Upon approval of the Corporation, the funds shall be returned to City. Encumbered or obligated City SHIP Program funds remaining in the Trust Fund will be expended within City pursuant to the terms of such obligations.

ARTICLE 6. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County and City are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for the acts and commissions of their agents or employees to the extent permitted by law.

ARTICLE 7. INSURANCE

The Parties are state agencies or subdivisions subject to Section 768.28, Florida Statutes, and each Party shall furnish the other Party with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within each Party's legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so on behalf of each Party and does so with full legal authority.

8.2. Public Entity Crime Act. The Parties represent that they are each familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that each Party's entry into this Agreement will not violate that statute. Each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Party has been placed on the convicted vendor list.

8.3. Breach of Representations. The Parties acknowledges that each Party is materially relying on the representations, warranties, and certifications of the other Party stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to the other Party; and (c) set off from any amounts due to the other Party in the full amount of any damage incurred.

ARTICLE 9. MISCELLANEOUS

9.1. No Discrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City and City's Designated Representative to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify this Agreement, except as expressly set forth herein, or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to this Agreement that do not increase the total cost to County, if any, or waive any rights of County.

9.3. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. The failure of either Party to comply with the provisions of this section shall constitute a default and breach of this Agreement and shall entitle the non-defaulting Party to enforce the default and breach in accordance with the provisions set forth in Article 4.

9.4. Audit Rights and Retention of Records.

9.4.1. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

9.4.2. City shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

- 9.4.3. City shall have the right to audit the books, records, and accounts of County that are related to this Agreement. County shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available into written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available in written form at no cost to City. County shall provide City with reasonable access to County's facilities, and City shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.
- 9.4.4. County shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and County expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with City. Any audit or inspection pursuant to this section may be performed by any City representative (including any outside representative engaged by City). County hereby grants City the right to conduct such audit or review at City's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice. County shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by City.
- 9.5. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Party nor any of their respective agents shall act as officers, employees, or agents of the other Party. Neither Party shall not have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.
- 9.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.
- 9.7. Third-Party Beneficiaries. Neither County nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party

beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Director
110 NE Third Street, Suite 300, Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Margate
Attn: City Manager
5790 Margate Blvd., Margate, Florida 33063
Email address: ccurtis@margatefl.com

9.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the other Party to immediately terminate this Agreement, in addition to any other remedies available at law or in equity.

9.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. Compliance with Laws. The Parties must comply with all Applicable Law in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

9.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

9.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.19. Payable Interest.

9.19.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for

any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

9.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

9.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

9.21. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

9.22. Use of County or City Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator. County shall not use City's name or logo in marketing or publicity materials without prior written consent from the Designated Representative.

9.23. Filing of Agreement. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be filed by County with the Clerk of the Circuit Court for Broward County, Florida.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and City, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

CC/sr
SHIP ILA Margate 2025-2028.doc
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**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MARGATE ("CITY")
FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION OF CITY'S STATE HOUSING
INITIATIVES PARTNERSHIP PROGRAM FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-
2028**

CITY

CITY

By: _____
Mayor

____ day of _____, 2025

ATTEST:

By: _____
City Clerk

____ day of _____, 2025

By: _____
City Manager

____ day of _____, 2025

APPROVED AS TO FORM:

By: _____
City Attorney

____ day of _____, 2025

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY
OF WESTON ("CITY") FOR PREPARATION, IMPLEMENTATION, AND
ADMINISTRATION OF CITY'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR
FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028**

This Interlocal Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Weston, Florida, a municipal corporation organized under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The SHIP Program was created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

B. Both County and City are recipients of SHIP Program funds from the Corporation.

C. Section 420.9072(5)(a), Florida Statutes, encourages local governments to make the most efficient use of their resources by cooperating to provide affordable housing assistance. To this end, local governments may enter into an interlocal agreement for the purpose of establishing a joint local housing assistance plan subject to the requirements of Sections 420.907-420.9079, Florida Statutes.

D. The Parties agree that it would be most efficient for County to receive City's allocation of SHIP Program funding from the Corporation and administer City's SHIP Program funds in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, and County's Local Housing Assistance Plan, as each may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

- 1.4. **Contract Administrator** means the Director of the Housing Finance Division, the Assistant Director of the Housing Finance Division, or such other person designated by the Director of the Housing Finance Division in writing.
- 1.5. **Corporation** means the Florida Housing Finance Corporation.
- 1.6. **Designated Representative** means the City Manager for City, or such other person designated in writing by the City Manager.
- 1.7. **Division** means County's Housing Finance Division.
- 1.8. **LHAP** means the Joint Local Housing Assistance Plan adopted by Resolution of the Board and submitted by County to the Corporation, which describes the local housing assistance strategies and local housing incentive strategies for County and City, respectively, and explains how such strategies meet the requirements under the SHIP Rules and Regulations.
- 1.9. **Recaptured Funds** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.10. **SHIP Program** means the State Housing Initiatives Partnership Program created pursuant to the State Housing Initiatives Partnership Act set forth in Sections 420.907-420.9079, Florida Statutes.
- 1.11. **SHIP Program Income** has the meaning set forth in Section 420.9071, Florida Statutes.
- 1.12. **SHIP Rules and Regulations** means the applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, and the LHAP, which are all incorporated herein by reference.

ARTICLE 2. ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM

- 2.1. The Parties agree to establish an LHAP subject to the requirements of Sections 420.907-420.9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, and 2027-2028, which County shall submit to the Corporation for its review and approval in accordance with the SHIP Rules and Regulations.
- 2.2. County's Housing Finance Division shall be responsible for the administration and implementation of the LHAP in accordance with the SHIP Rules and Regulations.
- 2.3. Annual Reports. County shall submit a single Annual Report (as defined in Rule 67-37.011, Florida Administrative Code) to the Corporation for the Parties, in accordance with 67-37.011, Florida Administrative Code, and the requirements under Section 420.9075(10), Florida Statutes, and provide a copy of the filed Annual Report to the Designated Representative.
- 2.4. County shall establish, with input from City, the administrative criteria or requirements necessary and/or desirable to the Parties to implement the SHIP Program in City, including, but

not limited to, the maximum award schedule for each strategy, eligibility criteria for participants, and advertising requirements for the availability of City's SHIP Program funds.

2.5. County shall supply the Designated Representative with quarterly reports detailing: (a) awards made to receipts of City's SHIP Program funds during the preceding quarter; (b) expenditures of City's SHIP Program funds made by County; (c) with quarterly reports of awards to recipients of City's SHIP Program funds. The quarterly report must be submitted to the Designated Representative no later than the fifteenth (15th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the quarterly progress report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the quarterly reports, the quarters shall be as follows:

First quarter:	October 1 through December 31
Second quarter:	January 1 through March 31
Third quarter:	April 1 through June 30
Fourth quarter:	July 1 through September 30

2.6. City shall have access to all client lists created by County in connection with County's obligations under this Agreement.

2.7. Affordable Housing Advisory Committee. The Parties acknowledge that a joint affordable housing advisory committee ("AHAC") has been established pursuant to Section 420.9076(2), Florida Statutes. The AHAC shall continue to operate and fulfill its obligations, including recommending monetary and nonmonetary incentive strategies to encourage or facilitate affordable housing in accordance with the SHIP Rules and Regulations. The AHAC shall consist of at least one locally elected official from County or City.

ARTICLE 3. ESTABLISHMENT AND ADMINISTRATION OF THE TRUST FUND

3.1. Establishment of Trust Fund. County has established an Affordable Housing Assistance Trust Fund ("Trust Fund") pursuant to Section 5-556 of the Code. All SHIP Program funds received by County from the Corporation or City pursuant to the SHIP Rules and Regulations, including, but not limited to, City's allocation of SHIP Program funds shall be earmarked as County's SHIP Program funding allocation or City's SHIP Program funding allocation, respectively, and deposited by County into the Trust Fund.

3.2. Restrictions on SHIP Program Funds. In accordance with the SHIP Rules and Regulations, any City SHIP Program funds expended from the Trust Fund must be used solely for the administration and implementation of the LHAP.

3.3. Audit of Trust Fund. County agrees that the Trust Fund shall be separately stated as a special revenue fund in County's audited financial statements. In accordance with SHIP Rules and Regulations, copies of such audited financial statements shall be forwarded by County to the Corporation as soon as such statements are available. County shall also provide City with a copy of County's audited financial statements as soon as such statements are available.

3.4. State Audit. In the event County expends a total amount of state financial assistance equal to or in excess of Seven Hundred and Fifty Thousand Dollars (\$750,000), in any fiscal year of County, County must conduct an audit for such year in accordance with the Florida Single Audit Act, the applicable rules of the State Department of Financial Services, and Chapter 10.550, Rules of the Auditor General, pertaining to local governmental entities.

3.5. Notification to Corporation. County shall provide written notification to the Corporation of any changes in the Trust Fund or the termination of this Agreement as provided herein.

ARTICLE 4. TERM AND TERMINATION

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through June 30, 2028 ("Term"), unless otherwise terminated.

4.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved Party identifying the breach. For County, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed this Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 4.3, effective thirty (30) days after such notice was provided.

4.3. This Agreement may also be terminated for convenience by either Party. Termination for convenience by County shall be by the Board. Termination shall be effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall not be less than thirty (30) days after the date of such written notice. Each Party acknowledges that it has received good, valuable, and sufficient consideration for the other Party's right to terminate this Agreement for convenience, including the obligation to provide advance written notice of such termination in accordance with this section.

4.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

4.5. This Agreement may also be terminated by the City Manager upon such notice as the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.6. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

4.7. In addition to any termination rights stated in this Agreement, either Party shall be entitled to seek any and all available contractual or other remedies available at law or in equity

including recovery of costs incurred by the Party due to the other Party's failure to comply with any term(s) of this Agreement.

4.8. The Parties must also provide written notice to the Corporation of termination of this Agreement.

ARTICLE 5. DISTRIBUTION OF SHIP PROGRAM FUNDS

5.1. County shall utilize all SHIP Program funds received from the Corporation in accordance with the SHIP Rules and Regulations. Any SHIP Funds allocated to or transferred from the City and deposited in the Trust Fund under this Agreement will remain City's SHIP Program funds and earmarked as such in accordance with Section 3.1. All City SHIP Program funds will be used by County within City in compliance with the LHAP and all applicable SHIP Rules and Regulations.

5.2. County shall administer and distribute City's SHIP Program funds in accordance with the maximum award for each strategy included in the LHAP. County shall retain the maximum amounts allowable for the administrative fee and administrative expenses from all funds received by City, or on behalf of City, related to City's SHIP Program funds, including, but not limited to, SHIP Program income for each state fiscal year (July 1-June 30) under this Agreement for County's administration of City's SHIP Program funds for that year.

5.3. City must establish a mechanism for identifying and transferring any SHIP Program Income and Recaptured Funds. All SHIP Program Income and Recaptured Funds received by City shall be immediately transferred to County, identified by City as City's SHIP Program Income or City's Recaptured Funds, and tracked according to the state fiscal year in which such funds were received.

5.4. County must make good faith efforts to recapture SHIP Program funds and deposit such funds into the Trust Fund. Any recapture of SHIP Program funds allocated to City by the Corporation shall be re-used by County within City.

5.5. Upon expiration or termination of this Agreement, County shall retain any City SHIP Program funds in the Trust Fund that have not been encumbered or obligated until such time as County receives written notification from the Corporation as to the disposition of such funds. Upon approval of the Corporation, the funds shall be returned to City. Encumbered or obligated City SHIP Program funds remaining in the Trust Fund will be expended within City pursuant to the terms of such obligations.

ARTICLE 6. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County and City are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for the acts and commissions of their agents or employees to the extent permitted by law.

ARTICLE 7. INSURANCE

The Parties are state agencies or subdivisions subject to Section 768.28, Florida Statutes, and each Party shall furnish the other Party with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that each Party has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within each Party's legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so on behalf of each Party and does so with full legal authority.

8.2. Public Entity Crime Act. The Parties represent that they are each familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that each Party's entry into this Agreement will not violate that statute. Each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Party has been placed on the convicted vendor list.

8.3. Breach of Representations. The Parties acknowledge that each Party is materially relying on the representations, warranties, and certifications of the other Party stated in this article, and each Party shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to the other Party; and (c) set off from any amounts due to the other Party in the full amount of any damage incurred.

ARTICLE 9. MISCELLANEOUS

9.1. No Discrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City and City's Designated Representative to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify this Agreement, except as expressly set forth herein, or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement.

The Contract Administrator may also approve in writing minor modifications to this Agreement that do not increase the total cost to County, if any, or waive any rights of County.

9.3. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. The failure of either Party to comply with the provisions of this section shall constitute a default and breach of this Agreement and shall entitle the non-defaulting Party to enforce the default and breach in accordance with the provisions set forth in Article 4.

9.4. Audit Rights and Retention of Records.

9.4.1. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

9.4.2. City shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

9.4.3. City shall have the right to audit the books, records, and accounts of County that are related to this Agreement. County shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available into written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall

make same available in written form at no cost to City. County shall provide City with reasonable access to County's facilities, and City shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

- 9.4.4. County shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and County expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with City. Any audit or inspection pursuant to this section may be performed by any City representative (including any outside representative engaged by City). County hereby grants City the right to conduct such audit or review at City's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice. County shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by City.

9.5. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Party nor any of their respective agents shall act as officers, employees, or agents of the other Party. Neither Party shall not have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

9.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

9.7. Third-Party Beneficiaries. Neither County nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division

Attn: Director

110 NE Third Street, Suite 300, Fort Lauderdale, Florida 33301

Email address: rstone@broward.org

FOR CITY:

City of Weston

Attn: City Manager

17200 Royal Palm Blvd., Weston Florida 33326

Email address: DDecker@westonfl.org

9.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the other Party to immediately terminate this Agreement, in addition to any other remedies available at law or in equity.

9.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. Compliance with Laws. The Parties must comply with all Applicable Law in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

9.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

9.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole,

including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.19. Payable Interest.

9.19.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

9.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

9.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

9.21. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

9.22. Use of County Name or Logo and use of City Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator. County shall not use City's name or logo in marketing or publicity materials without prior written consent from the Designated Representative.

9.23. Filing of Agreement. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be filed by County with the Clerk of the Circuit Court for Broward County, Florida.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and City, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

CC/sr
SHIP ILA Weston 2025-2028.doc
01/30/2025
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INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON (“CITY”) FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION OF CITY’S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR FISCAL YEARS 2025-2026, 2026-2027, AND 2027-2028

CITY

CITY

By: _____
Margaret Brown, Mayor

____ day of _____, 2025

ATTEST:

By: _____
Patricia A. Bates, City Clerk

____ day of _____, 2025

By: _____
Donald P. Decker, City Manager

____ day of _____, 2025

APPROVED AS TO FORM:

By: _____
Jamie A. Cole, City Attorney

____ day of _____, 2025

SUBORDINATION REQUIREMENTS

Regarding the possibility of subordinating a mortgage held by Broward County in reference to refinancing the home. The following conditions must be met for subordination to be considered:

- Refinance of primary mortgage. Maximum cash out to homeowner for home repair; medical or education expenses is \$15,000.00.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

If the above criteria have been met, Lender must submit the following for consideration.

- Current principal balance of mortgage
- Current interest rate
- Current terms (15, 20, 30 yr. – fixed or adjustable)
- Current monthly principal & interest
- Current monthly mortgage insurance (if applicable)
- Current lender
- New Mortgage holder/lender (must be registered with the State of Florida)
- New terms
- New monthly principal & interest
- New monthly mortgage insurance
- New mortgage holder/lender (must be registered with the State of Florida)

Additional documentation required:

- Written homeowner authorization requesting subordination and allowing Broward County to share or release information to specified lender
- Homeowner to have a telephonic or in-person appointment with Broward County Housing Finance representative to review terms of refinance
- Property appraisal conducted within six (6) months of the subordination request
- Copy of Title Commitment or Policy
- Proposed Closing Disclosure Good Faith Estimate

You will be notified once a determination is made. If approved, processing time is approximately three weeks due to the document being prepared by the Assistant County Attorney, forwarding to County Administrator for execution, and then recorded in the County Records. You may opt to record the document yourself, which will reduce the processing time by a few days. Please indicate by correspondence which option you prefer.

Received By: _____

Date: _____

Received By: _____

Date: _____